

# Coronation Park -Stallion Service Contract

Name of stallion \_\_\_\_\_

(live foal guarantee)

Owner's Name:

Address:

Phone No: Bus

Home:

Mob

VET WHO WILL RECIEVE SEMEN

PH.

Contact:

ADDRESS to ship semen.

Mare's Name:

Reg No.:

Mare's Condition

body score

(Maiden / Foal at Foot / Empty / etc.)

Mare will be bred at

with transported cooled semen

WILL THIS MARE BE ON AN EMBRYO TRANSFER PROGRAM? ----YES NO...please circle

Service fee Applicable: \$ + GST : total \$

Non - Refundable Booking Fee; \$ 500 + 50 GST= \$550 Cheque No./ bank ref

Date:

Balance Service Fee: \$ Cheque No/ bank ref

Date:

**Cooled shipped semen ~ TOTAL stud fee must be paid in full prior to 1<sup>st</sup> shipment.**

This contract entered into on the date of acceptance, by and between the designated mare **Owner** and stallion **Breeder** who mutually agree to abide by the following terms and conditions:

1. The Owner agrees to breed the listed mare to the stallion during the designated breeding season ending Dec 3. for the specified stallion service fee which includes a non-refundable booking deposit of \$550 that is due with this contract. A copy of the mare's Registration Certificate is required with this contract.

2. During the term of this contract, the breeder will provide all services in accordance with accepted industry standards, including but not limited to hiring a veterinarian at the Owner's expense to care for Owner's horses.

3. Invoices are due and payable by the 10th of the month to avoid an 18% per annum late fee. Owner's account must be paid

in full prior to taking possession of the mare or prior to any shipment of cooled semen.

4. A Live Foal Guarantee (LFG), **offered by the Breeder in the Stud Fee**, shall be provided if the mare is not in foal, produces a foal that is stillborn or is unable to stand and nurse. The Breeder is subsequently held harmless from all liability. The owner will receive a return service in the year following at a cost of \$550 to cover Stud laboratory and handling charges this fee is payed in advance. If necessary, an alternative mare may be substituted in that year by agreement with the Breeder.

i) The mare must be quiet and have been halter broken, free from infectious or contagious disease, wormed regularly, vaccinated annually for Tetanus, strangles, and certified in good physical and sound breeding condition prior to her delivery to the breeding farm. The breeder must be informed of any foal death within 7 days and of any miscarriage within

30 days by certified letter, declared and identified by a veterinarian. Return receipt requested.

ii) The mare **must not** have had her labour artificially induced, nor may she have been returned to an active performance career. The Breeder must have been allowed adequate time to impregnate the mare through 3 heat cycles. The mare must be ultra-sounded for pregnancy within 17 to 21 days following breeding, again at 30 to 45 days. **All services herein including INSEMINATION are to be performed by a licensed veterinarian.**

5. A breeder's certificate will be issued after a 45day positive pregnancy test and before July the following year. After all costs & charges have been paid & when all AQHA + PHAA documentation has been completed.

6. Should the stallion die, become unfit for service or be sold, the Breeder's liability is discharged fully by the return of the balance of the service fee on behalf of the stallion's inability to breed. In the event of death or sale of the specified mare tested in foal, no return of fees or other compensation or damages will be given or are payable.(the stallion owner will have been deemed to have carried out and completed his tasks.

7. Responsibility for insurance and risk of loss passes to the mare Owner with this contract. The mare Owner assumes the unavoidable risks inherent in all horse related activities, including but not limited to accident, theft, illness, death, loss, damage and injury to the semen, shipping container, owner's horse(s), owner and family members. **The Owner agrees to look solely to his/her insurance, if any, for compensation for any such loss and further agrees to indemnify and hold harmless, the stallion Breeder, stallion owner, their families and employees.**

8. In the event it becomes necessary to refer debts arising from this contract to a solicitor for collection, or if suit is instituted hereon, the Owner agrees to pay all reasonable costs and legal fees incurred in the suit or collections. Payment past due thirty (30) days will be considered a default and the Breeder is entitled to a possessory lien against owner's horse (s) and in this respect, the Owner hereby appoints the Breeder as the Owner's attorney with the power to sell the mare and/or any progeny if such fees or charges are unpaid as aforesaid and to execute all necessary documents to achieve this end.

9. Owner further agrees that this contract is made and entered into in the state of New South Wales and that it shall be interpreted, enforced and transacted under the laws of said state regardless of the manner of breeding solicitation.

10. **The Owner's signature on this contact certifies that he/she has read and fully understands all of the terms and conditions outlined herein and accepts this contract as a legal and binding instrument on behalf of the Owner.** Owner's heirs, successors and assigns. This agreement constitutes the entire agreement between the parties. No other agreements whether verbal or implied, are included. This contract may not be transferred or assigned.

11. A certificate verifying that the mare has been wormed and tested free from infection conducted within 7 days prior to her arrival at Coronation Park or the breeding farm and before

shipment is supplied 0249380295 before shipment of any semen If this certification is not provided the mare shall be tested and wormed on her arrival and this cost will be charged to the Owner's account. The Breeder reserves the right to reject the mare and return the booking fee if in the opinion of the Breeder or the Breeder's veterinarian, the mare is unfit to be bred. The Owner shall be informed of such rejection of the mare within 48 hours of veterinary advise at the breeding establishment. The Owner may substitute an acceptable mare by agreement with the Breeder. The Owner shall be liable for all costs associated with the transport and care of the specified mare and substitute mare.

**Additional Conditions for Mares Bred with Cooled Semen**

12. The Stallion Service Fee, container hire/ purchase (if any) collections and shipping costs must be paid **in full prior to shipment.** Shipments of semen will be charged per shipment plus collection and shipping charges. A \$330 collection fee is charged per collection to cover veterinary costs for processing.. The mare must be inseminated on the date of delivery by a **licensed veterinarian.** **The semen is to be used for the designated mare only.**

13. The stallion has been blood-typed. The semen has been analysed and tested and is free from infectious and contagious disease. Sperm count, motility and collections and packaging procedures, meet and / or exceed industry standards.

14. **All shipping and delivery fees are at the Owner's expense.** Requests for semen must be received no later than 9.00 am on a regularly scheduled breeding day (Mon Wed Fri) by calling the veterinarian or the stud.

15. A Coronation Park 'Equitainer' may be **hired if available** at a cost of \$50 and \$10 per day untill returned. ALTERNATIVELY YOU MAY SEND YOUR OWN CONTAINER **please consider doing so**

16. veterinary certification of the mare verifying the said mare has been swabbed and scanned and is free from infection and fluid in her uterus must be **issued to the stud prior to any shipments of semen.**

17. AGE limitation on mares shall be ad-heard to. Mares past 18 years will not be issued with a L.F.G and are at owners risk.

Accepted on 200

\_\_\_\_\_  
*Signature of Mare Owner / Agent*

\_\_\_\_\_  
*Signature of Stallion Breeder / Agent*

*Kath Peterson 'Coronation Park'*  
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